



## I. Preliminary Statement

This is a proceeding pursuant to Section 209.4(c) of Article 14 of the New York Civil Service Law. The Public Arbitration Panel held hearings at Garden City, New York on March 2, March 25, April 8, April 27, May 4, May 19 and June 17, 1976, at which the parties were afforded full opportunity to present oral and written evidence, cross-examine witnesses, provide oral argument and otherwise support their respective positions. The Panel thereafter met in executive session on June 30, 1976. Unless otherwise expressly noted, this Opinion represents the views of the undersigned chairman of the Public Arbitration Panel and does not necessarily represent the views of either of the other Panel Members. The Determination represents the action of at least a majority of the Panel.

The parties last collective bargaining agreement expired on May 31, 1975. When negotiations failed to produce a new agreement, to be effective as of June 1, 1975, the items in dispute were the subject of a Fact Finding proceeding before Thomas F. Carey, whose Findings of Fact and Recommendations were issued on December 20, 1975, but not accepted by either party. Those findings and Recommendations were, however, brought to the attention of this Panel and have been considered by it along with the other evidence in the record.

This Public Arbitration Panel was appointed on February 17, 1976 by Robert D. Helsby, Chairman of the New York State Public Employment Relations Board. The record developed before the Panel

is voluminous, consisting of a stenographic transcript of 866 pages and 162 exhibits, many of them containing multiple parts. In addition various memoranda were submitted to the Panel.

The Panel in its deliberations has carefully considered the evidence in the light of the criteria for determination set forth in Article 14 of the Civil Service Law.

## II. General Observations

The Village of Garden City is located in Nassau County. The unit represented by the Police Benevolent Association (the "PBA") consists of approximately 51 officers and superior officers.

Both the PBA and the Village advanced bargaining proposals. The PBA proposals include an 8.5% increase in salaries, substantial improvements in monetary fringe benefits, and a major change in working schedules, both for personnel who work on rotating and personnel who work on non-rotating shifts. The schedule changes would reduce by 23 days or their equivalent the annual working time of each unit member.

The Village has offered a 6% increase in salaries and a 7% increase in equipment allowance, and it has proposed changes in sick leave, longevity, night differential and representation in departmental investigations.

### A. The Fact Finder's Report

The Fact Finder recommended denial of all Village demands and acceptance in whole or in part of PBA proposals relating to salary, longevity increments, night differential, personal leave, equipment allowance and scheduling. As to some, but not all of

those items, the Fact Finder attributed benefit percentages. Thus he recommended a 6.5% increase in the salary scale, longevity increments and, with certain limitations, night differential, and a 7% increase in equipment allowance. He also recommended acceptance of a variation of the PBA proposal to reduce by the equivalent of 23 days the annual schedule for personnel on rotating shifts, which he characterized as a 9% reduction of total working hours of those employees affected. He recommended that, rather than an actual reduction of schedule, rotating personnel be paid for 23 additional days but that, for the one year term of the contract only 11 1/2 days be so paid.

The Village, the Fact Finder stated, had estimated that 4.4 additional men would be required to implement a rotating schedule reduced in total by 23 days which would, as a cost factor, represent a 5.5% increase. Therefore, since the Fact Finder recommended only payment for 11 1/2 days in contract year 1975-76, he concluded that the cost of his recommendation was 2.75%, with the full benefit effective the following year carrying a further cost impact of 2.75%. Since he had recommended a 6.5% salary increase, he concluded that the "total benefit", i.e. salary increase plus payment for 11 1/2 days, "reflects an increase of 9.35% with a residual benefit of 2.75% in the successor contract."

There is a widely recognized need for cost as well as benefit analysis in public sector collective bargaining. In saying this the chairman intends no criticism of Fact Finder Carey's Report; the Fact Finder in this matter demonstrated an awareness of this problem that is not present in some other of the fact finding re-

ports and arbitration panel opinions that have been called to this Panel's attention. Nevertheless, further elucidation of the problems the Fact Finder addressed seems warranted.

The chairman has, using evidence in the record, concluded as follows concerning the cost impact of the Fact Finder's recommendations. On the basis of the Village's total police manpower cost of \$1,267,897, for the second year of the parties' last contract, contract year 1974-75, a 6.5% salary increase (with inherent ripples) amounts to \$76,108, or a 5.56% increase in manpower cost; a 6.5% increase in longevity to \$1,638 or a .12 increase in manpower cost; a 6.5% increase in night differential to \$1,729 or a .13% increase; provision for two personal days to \$13,275 or a .97 increase; and a 7% increase in equipment allowance to \$956 or a .07% increase. The total manpower cost increase for these recommendations exclusive of scheduling, is 6.85%. In making this calculation the chairman, where appropriate, utilized a figure of \$24,598 as the cost of an entry level patrolman, which takes in account the salary and fringe benefit increases proposed by the Fact Finder except, of course, for longevity.

Calculation of the cost impact of the Fact Finder's schedule recommendation presents several problems. The Fact Finder did not recommend a reduction of days worked, but rather payment for 11 1/2 days in the contract year, 1975-76, and 23 days thereafter. So-called coverage cost, i.e., the cost of additional personnel, therefore has no relevance to this recommendation; the cost is instead a figure computed by multiplying the average daily rate, presumably the straight-time rate exclusive of night differential,

by the number of employees who would rotate on the reduced schedule. The Village contends that the number would be 36. Assuming that to be the case, and that the average daily rate under the Fact Finder's recommendations would be \$67.77, the cost of paying for 11 1/2 additional days in contract year 1975-76 would be \$28,011, and the annualized cost would double to \$56,022 as of June 1, 1976. The percentage increase in total manpower cost would be 2.05% for 1975-76, increasing to 4.1 percent as of the beginning of the next contract year on June 1, 1976.

The total increased manpower cost of the Fact Finder's recommendations is, therefore, \$121,717 or 8.90%. However, because he also recommended a further 2.05% increase for payment of an additional 11 1/2 days off beginning June 1, 1976, his package can be viewed, for purposes of beginning bargaining for a successor contract, as representing a 10.95% increase.

Viewed in terms of increased benefits for unit members, the Fact Finder's recommendations represent, exclusive of longevity, differential and equipment allowance improvements, the following improvements in benefits: 6.5% attributable to increased salary; .78 attributable to increased personal days; as spread over the entire unit, 3.18% attributable immediately to additional pay for 11 1/2 days with an additional 3.18% for this item (an additional 11 1/2 days) at the end of the contract year. The basic benefits therefore would be increased by 10.4% immediately and 13.64% as of contract termination. Thus, over the contract period the Fact Finder would have increased basic compensation benefits, when longevity, differential and allowance improvements

are taken into account, by more than double the "cost of living" increase for the prior period.

The chairman would note here that the foregoing costs of the Fact Finder's recommendation on scheduling are quite different than the cost of the PBA's proposal for a schedule reduction equivalent to 23 days. If the schedule had been so reduced, even if only by 11 1/2 days in 1975-76 with the full reduction of 23 days effective June 1, 1976, there would have been a need for additional personnel, which the Village reasonably estimates would be 4.38 men. The additional cost of 4.38 men, based on the cost of an entry level patrolman taking into account the Fact Finder's other recommendations -- \$24,598 -- would be \$107,739, and would represent a manpower cost increase of 3.94% for the contract year, annualized at 7.88% as of June 1, 1976. In fact, the annualized cost would of necessity be even greater as increments were added to the entry level salaries of those officers added to the force.

#### B. Cost of Living

The change in cost of living must be one basic arbiter of economic justice in collective bargaining. For the period from June 1, 1974, when the personnel in the unit received their last across-the-board salary increase, to May 31, 1975, the contract expiration date, the Consumer Price Index (the "CPI") rose by 7.4%. Similarly, the increase in the average CPI from year 1974 to year 1975 was 7.6%. These figures would support an increase in basic compensation of 7.5%.

C. Comparability

1. Salaries

Voluminous evidence was introduced concerning terms and conditions of employment of police personnel in other jurisdictions.

Assuming that a 7.5% salary increase were awarded to the Garden City PBA, the salary of a Garden City patrolman at the maximum rate on the regular scale, i.e., after four years, would be \$16,802, that of the sergeant \$19,999, and the lieutenant \$22,633.

The great majority of police personnel in the areas roughly contiguous to Garden City are employed among three departments: Nassau County, Suffolk County and New York City. The Nassau County PBA contracts have, historically, greatly influenced settlements in the Village's departments. Most recently, as the result of an arbitration panel's determinations, the Nassau salaries were increased for the calendar year 1975 first by 8.5% (in the case of a patrolman at maximum to \$16,720) and then after remand from the Supreme Court on a different issue, by 9.5% (to \$16,874 for the patrolman at maximum). The latter award was recently upheld by the Appellate Division. The Nassau arbitration panel was operating against the background of a 10.9% increase in the CPI over the preceding year. In Suffolk the salary for patrolman at maximum was \$16,643 for the year ending December 31, 1975. In New York City the corresponding salary level was \$16,470 under the "wage freeze" and \$17,458 under an impasse panel award which was judicially implemented in the face of the freeze, and is now on appeal.

For the most part, Nassau Village salaries for patrolmen at maximum, for contract years ending during 1976, run at about the \$16,600 level, though Hempstead, located next to Garden City, is at \$17,000. More distantly, though in the Metropolitan area, Westchester Village police salaries run significantly lower, in the \$14,000-16,000 range. Nationally, a Garden City salary for patrolman at maximum based on a 7.5% increase -- \$16,802 -- would compare favorably with all but a few jurisdictions, and would be part of a total compensation package ranking near the top.

## 2. Schedule

A principal demand of the PBA is that the present schedule -- 5/56, 5/56 and 4/80 -- which has 255 days, be replaced by a 5/72, 5/72 and 4/96 schedule, "the (4/96 schedule)", with 232 days, under which rotating shift employees would have a reduction in hours equivalent to 23 work days. The 4/96 schedule is in effect for the Nassau and Suffolk Departments and for half of the Village departments in Nassau, with most of the remainder having some arrangement for additional pay which appears to relate to a schedule in excess of 232 days. In short, Garden City police work 23 more days, or are paid for 23 less days than most if not all other police in Nassau, other than State and State Parkway police. In the Metropolitan area generally, however, taking into account New York City and the various Westchester villages, the opposite is the case -- far more police personnel on rotating hours than not work a schedule comparable to that of Garden City.

The chairman does not suggest that the comparability statistics do not provide support for the PBA's schedule claim though, as noted, there is important evidence going the other way. However, comparability in terms of any particular demand is only one factor to be considered by the Panel; others are the inherent justification for the demand as well as its implications for the overall package.

The original justification for Nassau County's adoption of a 4/96 schedule is unclear, though the County characterized it as a "no-cost" item since it was implemented by a substantial reduction in services. In this proceeding the PBA has introduced considerable documentary and testimonial evidence concerning the onerous character of rotating shift work, with the concomittant need for greater relief time. The chairman was impressed by that evidence though he notes that it does not lead inevitably to a reduction in work days -- it could just as well lead to adoption of a non-rotating shift system with appropriate shift differentials.

The PBA has referred the Panel to a number of fact-finding and public arbitration panel proceedings in Nassau County in which the 4/96 schedule, or equivalent additional pay, was recommended or ordered. The chairman noted earlier in this Opinion that he had serious reservations as to the adequacy of cost and benefit analyses in those other proceedings. More importantly, in all of those proceedings, the fact finder or arbitration panel recommended or adopted the 4/96 schedule or pay equivalent as part of a contract for a term longer than one year, and/or had the scheduling issue presented after agreement on most if not all

other demands including salaries. That is not the situation here -- the parties presented evidence going only to a one-year contract, as to which a host of items are in issue.

The chairman also notes that while the PBA asks for a 23 day reduction for non-rotating as well as rotating personnel, there is no significant comparability data to support the former proposal, nor does the rationale on which the PBA relies to justify more time off for rotating shift personnel apply to non-rotating personnel. Accordingly, any 23 day reduction would constitute a 9% benefit applicable to only approximately two-thirds of the unit. Yet the entire unit will lose economic ground unless they receive at least a 7.5% salary increase. If a choice has to be made, it obviously must be for an across-the-board salary increase.

On the foregoing point, the chairman notes when they negotiated their last contract, the parties consciously chose to put to the side the demand for a 4/96 schedule, which the Nassau County PBA had by that time achieved, in favor of a substantial salary increase -- for each of two years, and improvements in certain other benefits. The PBA here argues that it was in effect coerced into accepting that settlement by virtue of the Village's ability then to mandate an agreement at a legislative hearing, which in fact had been scheduled. The chairman can give little weight to that contention. It is true that interest arbitration was about to become available, and that the Village scheduled a legislative hearing prior thereto. However, that hearing could only have produced legislatively mandated terms and conditions of

employment effective for one year, after which arbitration would have been available. Instead the PBA chose to enter into a two-year contract omitting any reference to the scheduling item, although the Fact Finder that year had recommended a 15 day reduction in the 255 day Garden City schedule effective for the last six months of a two-year contract.

D. Public Interest

The Village has not raised an ability-to-pay defense in this proceeding. Nevertheless, the Village argues that its ability to pay does not absolve it from responsibility for fiscal prudence and sound labor relations practices. The chairman certainly agrees.

E. General Conclusions

The PBA has established the need for a substantial increase in basic compensation to offset the significant cost-of-living increase over the relevant pre-contract period. The PBA has also made a strong local comparability case for a 23 day reduction in the schedule of rotating shift personnel. However, given the scheduling practices in the New York Metropolitan area and the generally favorable position of Garden City police in terms of salary, pensions and other benefits, the chairman cannot characterize the local scheduling disparity as an inequity justifying extraordinary relief over the one year period that is at issue. The last conclusion is lent considerable support by the fact that the PBA, in the parties' last negotiations, deferred

its scheduling demand in favor of a two-year contract providing substantial improvements in basic compensation.

A 23 day reduction in workdays is a substantial item - both in terms of percentage improvement in working conditions for some employees, and in terms of cost to the employer. It is not an item that can be granted in a one-year contract award by an arbitration panel, given the demonstrated need for improved basic compensation for all employees in the unit.

### III. Specific Proposals

#### A. PBA Demands

1. The PBA seeks to reduce from 255 to 232 the scheduled work days for personnel who do not rotate shifts. There is no comparability or other evidence to support this proposal. The chairman will vote to deny it.

2. The PBA seeks a new 4/96 schedule chart for personnel working rotating shifts, which would reduce the number of scheduled work days from 255 to 232. This demand has two parts: first, that a specific chart, the 4/96 schedule chart, be implemented and second, that even if that chart not be awarded, the Village be ordered to reduce by 23 the scheduled work days of rotating shift personnel.

The chairman does not believe that there is evidence to justify ordering the employer to institute any particular chart as opposed to any other possible chart that might be constructed on the basis of 232 scheduled work days. This makes it unnecessary for the chairman to address the difficult issue of the bargain-

ability of this item. In any event, for the reasons set forth above, the chairman will vote to deny this proposal in its entirety, though he believes that the panel should give some recognition in the area of basic compensation to the fact that a substantial part of the Garden City force works 23 more days, or is paid for 23 less days than is current in the local area.

The chairman has considered whether specific payment to rotating personnel would be preferable to some recognition of the schedule issue in terms of basic compensation. He has concluded that it would not. The physical and psychological stress arguments which the PBA has advanced in support of this demand represent an attempt to justify additional time off; not additional salary. Moreover, the chairman believes that while some economic recognition ought to be accorded to this problem, it should be in the form that will constitute an incentive to both parties to resolve the problem without prejudicing beforehand its ultimate resolution, including the possible use of fixed shifts.

3. The PBA seeks additional per annum "compensation in lieu of clothes," of \$400 for officers assigned to plain clothes duty. While there are exceptions, it is not typical for private or public employers to provide additional compensation for working or civilian clothing. The chairman will vote to deny this demand.

4. The PBA seeks double time for work on a holiday, in addition to holiday pay. This same proposal was first granted, but then revoked as a mistake by the Nassau County police arbi-

tration panel. There is no evidence here to support it. The chairman will vote to deny this demand.

5. The PBA seeks continuation of hospitalization, medical, and welfare benefits for the immediate family of a deceased employee, subject to certain specified conditions. There is no evidence as to the cost of this item, while at the same time there is considerable doubt as to its legality. The chairman will vote to deny this demand.

6. The PBA seeks one additional day of sick leave for an employee who has not used sick leave for one year. Department personnel now receive 10 days of sick leave annually, of which patrolmen use 9.49 and the unit as a whole, an average of 7.9. Under these circumstances the chairman finds it hard to believe that provision for an incentive sick day would be warranted or useful. The chairman will vote to deny this demand.

7. The PBA seeks longevity increases of \$480 after six years, \$800 after ten years, \$1,150 after fifteen years and \$50 additional per year thereafter until the completion of thirty-five years. The chairman sees no reason to disturb the structure of the present longevity system by adding new payments after fifteen years. He does believe that longevity payments, which constitute a form of increment, should maintain a relationship to basic salary. Accordingly he will vote for an 8% improvement in longevity, which is the same percentage improvement as he will propose for the salary scale.

8. The PBA seeks a mileage allowance of \$.15 per mile for travel to and from work on recall. While the County and many

Village departments have this benefit, the chairman is not persuaded of its logic or desirability given the fact that recalled employees are guaranteed four hours pay at overtime rates. The chairman will vote to deny this demand.

9. The PBA seeks a 10% differential for all employees at at least one-half of whose regular shift is between 4 p.m. and 8 a.m. This demand follows the County's most recent settlement. Here, however, no justification has been shown for improving the shift differential beyond the percentage of improvement in salaries. The chairman will vote to increase the present differential and the maximum entitlement by 8%.

10. The PBA seeks excuse of its President from regular duties without loss of pay or benefits for 30 days annually for purposes of contract administration and exercise of the duties of his office. Given the size of the unit, the chairman believes that the present contractual arrangement, which essentially provides for 15 days, is adequate. He will therefore vote to deny this demand.

11. The PBA seeks to provide lump sum termination pay at the rate of 5 days for each year of completed service. Presently such pay is computed on the basis of 4 days per year. This demand has significant retroactive as well as prospective cost implications and raises questions of legality. In any event, most village departments compute termination pay on the basis of not more than 4 such days. The chairman will vote to deny this demand.

12. The PBA seeks an 8.5% salary improvement. The chairman, for the reasons set forth earlier in this Opinion, believes

that a 7.5% improvement is warranted by the cost-of-living increase. In addition, for reasons stated earlier, he believes that a further .5% should be added to take into account the greater number of days worked by a substantial proportion of the Garden City force in comparison with other police personnel in the County. An 8% across-the-board increase would mean, in the case of the patrolman at maximum, an increase of \$1,250, with a resulting salary of \$16,880; the sergeant, \$1488 and \$18,604; and the lieutenant, \$1,684 and \$22,738. By way of comparison, the comparable Nassau patrolman is at \$16,874 for calendar year 1975 under a still unresolved panel award, while the Nassau sergeant and lieutenant are at \$19,956 and \$22,431 respectively for calendar years 1975 and 1976 pursuant to a contract between the County and the Superior Officers Association.

13. The PBA seeks a 100% contribution by the Village for hospitalization insurance for retiring members and their families. As in the case of the PBA demand 5, this demand presents serious questions of legality. In the long run, it also has very significant cost implications. The chairman will vote to deny it.

14. The PBA seeks to permit employees to accumulate personal leave days for two years, and at the employees option, to be paid for unused days annually. This demand relates to PBA demand 15, which seeks 5 personal leave days annually. Presently employees receive 10 sick leave days per year any of which if unused may, with the chief's consent, be carried forward as personal or intermittent sick days during the succeeding year. In addition, the Village provides essentially for a year's sick leave

for extended illness in excess of seven work days. Thus, the comparability statistics introduced by the PBA on this issue seem not in point; the Village's sick leave plan is quite different from those in most other jurisdictions. Moreover, the Village's plan would provide personal days if the incidence of sick leave for the force were even roughly equivalent to that among all other categories of Village employees. Finally, this is a significant cost item. For all of these reasons the chairman will vote to deny this demand.

15. The PBA seeks 5 personal leave days. For the reasons stated in the discussion of PBA demand 14 above, the chairman will vote to deny this demand.

16. The PBA seeks an increase in equipment allowance from \$250 to \$300. The chairman believes that the logic of an equipment allowance requires that normally it be responsive to cost of living increases. The chairman therefore will vote to increase the allowance by 7.5%, to \$269.

17. The PBA seeks pay for two hours travel, or at the employees' option, compensatory time off time in connection with recall. The chairman's comments and opinion on this demand are essentially the same as he has already expressed above with respect to PBA demand 8. The chairman will vote to deny this demand.

18. The PBA seeks to require that the annual increments be given, and a full year of service credited, on each June 1. This would mean that an employee hired as late as May of any year would receive his first increment the first day of the next month. While this demand, like most of the PBA demands parallels the

Nassau County contract, the chairman can see no possible justification for it. He will vote to deny this demand.

19. The PBA sought to have payment for compensatory time on retirement or resignation computed at the rate when paid rather than earned. This demand was withdrawn.

20. The PBA seeks to have the Village adopt Sections 208-b and 208-c of the General Municipal Law providing death benefits for parents of an employee who dies in the line or performance of duty. The chairman believes that there has not been a persuasive case made that the Village's present death benefit provisions are less than adequate. He will vote to deny this demand.

21. The PBA seeks to provide four working days bereavement leave. Presently there is provision for four calendar days. The comparability statistics on this item are mixed. In any event, there has been no persuasive demonstration of need to change the present benefit. The chairman will vote to deny this demand.

22. The PBA seeks a one-year contract, effective for the period from June 1, 1975 to and including May 31, 1976. Both parties have indicated unequivocally on the record that they are in agreement that the panel has jurisdiction to issue an award only for the period from June 1, 1975 to May 31, 1976. Moreover, the evidence presented by the parties was for the most part restricted to that period. Under the circumstances, the chairman believes that only a one-year award would be appropriate.

B. Village Demands

1. The Village seeks several changes in the sick leave plan: reduction of intermittent sick leave from ten days to five, elimination of sick leave on the first and last days of tour and for sickness in the family, and a mandatory requirement for a physician's certificate. As indicated by the chairman in his discussion of PBA demands 6, 14 and 15, the use of sick leave by patrolmen in particular is far in excess of that for all other categories of Village employees. The Village contends that sick leave is being abused, while the PBA asserts that the character of police work in general and rotating shift work in particular is responsible. Which position is accurate is problematical. However, the prior contract recognized the Village's right to make home visitations and telephone calls and require a medical examination by its own physician. Until such time as the Village has demonstrated that such procedures are ineffective, the chairman believes that the drastic measures proposed by the Village would not be appropriate. He will vote to deny this demand.

2. The Village proposes to add 48 hours of training time annually. The Village has a commendable record with respect to training of its police officers. However, this demand appears to be a response to the PBA's demand for a substantial reduction of the scheduled work days. Since the chairman will vote to deny that demand, he will similarly vote with respect to this demand.

3. The Village seeks to right to withhold longevity pay because of "inferior work, lack of application or indifferent attitude". There is no evidence justifying a need for such a

right in the Village. Moreover, the proposal represents, in the chairman's opinion, a dubious way to deal with alleged incompetency or inadequate performance.

4. The Village seeks to restrict payment of night differential to actual hours worked. The prior contract provided for payment of night differential for work actually performed on specified hours or between specified hours, but contained the following exceptions.

A uniformed employee who is on vacation shall receive the night differential provided such employee by reason of his work schedule would otherwise have worked during those hours.

The Nassau County Department and five Village departments in the County pay night differential not only for vacation but also for personal leave and sick leave. Five Village departments pay a flat sum in lieu of night differential, while four restrict payment to time worked. The chairman can understand the impetus to treat night differential as part of basic compensation in a rotating shift system. However, the most recent Garden City contract expressly provides to the contrary - stating that "night differential pay shall not be considered part of annual salary nor part of the regular days pay". Under these circumstances, the chairman sees no justification for paying night differential in the episodic event that it would be applicable during the period of an employee's vacation. In fact, this provision probably encourages employees to take vacation at such times. The chairman will therefore vote to grant this demand. However, in the present situation the contract year is already over and vacations are presumably taken and paid for. In this connection the chairman

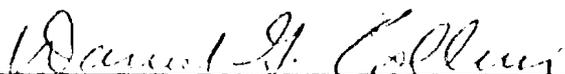
has been assured by the Employer's Panel Member that the Village for practical reasons would not apply this provision retroactively.

5. The Village seeks to restrict representation of personnel at an interrogation during a departmental investigation to a "union representative" and further to limit that official's representative role. Presently, employees are permitted "legal representation". No evidence has been presented which would militate in favor of changing the present system. The chairman will vote to deny this demand.

#### IV. Costs of Award

The aforesaid proposals for which the chairman will vote constitute an 8% improvement in salary, with additional 8% improvements in longevity and night differential and a 7.5% improvement in equipment allowance. The chairman estimates the costs thereof to be \$99,158, which represents a 7.25% increase in total police manpower costs over contract year 1974-75. The chairman will also vote to terminate the present practice of paying night differential for vacation periods. This will not reduce costs in the 1975-76 contract year, but assuming that this item represents an annualized saving of \$2,000 or .15% of total manpower cost, there would be beginning June 1, 1976, an annualized reduction in total manpower costs of .15%. On an annualized basis after 1975-76 the "chairman's package" would constitute a 7.1% increase in total manpower costs over 1974-75.

Dated: July 19, 1976

  
Daniel G. Collins, Chairman

Determination of the Public  
Arbitration Panel

PBA Demands

1. Denied
2. Denied
3. Denied
4. Denied
5. Denied
6. Denied
7. Granted to the extent of an 8% increase in present longevity payments
8. Denied
9. Granted to the extent of an 8% increase in the present night differential and an 8% increase in the present maximum entitlement
10. Denied
11. Denied
12. Granted to the extent of an 8% across-the-board salary increase
13. Denied
14. Denied
15. Denied
16. Granted to the extent of a 7.5% increase in the required equipment allowance
17. Denied
18. Denied
19. Withdrawn
20. Denied
21. Denied
22. Granted

Village Demands

1. Denied
2. Denied
3. Denied
4. Granted
5. Denied

Dated: July 19, 1976

  
Daniel G. Collins, Chairman

I concur with the chairman's conclusions as to the PBA Demands 7, 9, 12, 16, 19 and 22, and Village Demands 1, 2, 3, 5, but dissent as to PBA Demands 1, 2, 3, 4, 5, 6, 8, 10, 11, 13, 14, 15, 17, 18, 20, 21, and Village Demand 4.

Dated:

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James Bosco, Employee-  
Appointed Panel Member  
Dated:

I concur as to the chairman's conclusions with respect to all PBA and Village Demands. (My separate opinion is set forth in the appendix hereto.)

Dated:

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Warren Wytzka, Employer-  
Appointed Panel Member  
Dated:

APPENDIX

Separate Opinion of Warren Wytzka,  
Employer-Appointed Panel Member

While the Public Employer Panel Member agrees with the chairman on every issue, he does object to the method used in determining the estimated cost to the Village of certain PBA Demands. The chairman uses present entry patrolman cost whereas this Member believes present average patrolman cost should be used.